Case 5:25-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 1 of 49 Page ID Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025 From/Plaintiff: Kevin: Walker, sui juris, In Propria Persona. Executor, Authorized Representative, Secured Party. ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER© \*\*\* NOTICE TO AGENT IS NOTICE TO PRINCIPAL \*\*\*
\*\*\* NOTICE TO PRINCIPAL IS NOTICE TO AGENT \*\*\* c/o 30650 Rancho California Road Suite #406-251 Temecula, California [92591] \*\*\* SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT \*\*\* non-domestic without the United States FILED Email: team@walkernovagroup.com CLERK, U.S. DISTRICT COURT To/Defendant(s)/Respondent(s): Chad Bianco, Gregory D Eastwood, MAR 2 4 2025 Robert Bowman, Lopez, William Pratt, Joseph Sinz, Nicholas Gruwell. C/o SOUTHWEST JUSTICE CENTER-RIVERSIDE SHERIFF 30755-D Auld Road Murrieta, California [92563] Registered Mail # RF775824107US 5:250 00040 Email: info@riversidesheriff.org / ssherman@law4cops.com 8 **AFFIDAVIT and Plain Statement of Facts** 9 NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, ROBBERY, 10 STALKING, EMBEZZLEMENT, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON. 11 Kevin: Walker, TMKEVIN WALKER© CITATION/BOND NO.: TE250780048 ESTATE, TMKEVIN LEWIS 12 FRAUD WALKER©, ™KEVIN WALKER© IRR RACKETEERING 13 TRUST, **EMBEZZLEMENT** 4. IDENTITY THEFT 14 CONPSIRACY Claimant(s) *Plaintiff(s)*, 6. DEPRIVATION OF RIGHTS UNDER 15 **COLOR OF LAW** US. 7. RECEIVING EXTORTION PROCEEDS Nicholas O Gruwell, Joseph Sinz, 16 8. FALSE PRETENSES Gregory Eastwood, Robert Bowman, 9. EXTORTION 10. UNLAWFUL IMPRISONMENT 17 William Pratt, Chad Bianco, Ortiz, 11. ROBBERY Lopez Steven Sherman, RIVERSIDE 12. THEFT 18 COUNTY SHERIFF, STATE OF 13. FORCED PEONAGE CALIFORNIA DEPARTMENT OF 14. MONOPOLIZATION OF TRADE AND 19 COMMERCE MOTOR VEHICLES, AMERICAN 15. BANK FRAUD INNS OF COURT FOUNDATION, 20 16. TRANSPORTATION OF STOLEN Does 1-100 Inclusive. PROPERTY, MONEY, & SECURITIES 21 Defendant(s)/Respondent(s). 17. CONSIDERED, AGREED, AND STIPULATED ONE TRILLION DOLLAR 22 (\$1,000,000,000,000.00) JUDGEMENT AND LIEN. 18. CONSIDERED, AGREED, AND 23 STIPULATED: TERMINATION OF DEPUTIES INVOLVED 24 COMES NOW TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©. 25 TMKEVIN WALKER© IRR TRUST, by and through their Attorney-In-Fact. 26 Kevin: Walker, who is proceeding sui juris, In Propria Persona, and by Special Limited Appearance, hereby acknowledges receipt of your coerced, -1 of 47-OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW IDENTITY THEFF EXTORTION COPICION TREASON

extorted, and unconstitutional OFFER/BOND/CITATION #TE250780048,
dated March 19, 2025. Kevin is a living man, a natural freeborn Sovereign,
one of the people, a state Citizen, and non-citizen national/national,
invoking his inherent unalienable and constitutionally secured and protected
rights and exercising the authority granted by the executed 'Affidavit: Power
of Attorney In Fact', attached hereto as Exhibit A and incorporated herein by
reference.

The Plaintiffs, acting through their *Attorney-in-Fact*, proceed in accordance with their *unalienable* right to contract, as secured and protected by the Constitution of the United States of America, and in particular Article I, Section 10, which states: "No State shall... pass any Law impairing the Obligation of Contracts."

11

12

13

15

16

17

18

19

20

21

23

24

25

28

This communication serves as a formal NOTICE OF CONDITIONAL ACCEPTANCE of the aforementioned coerced and extorted contract OFFER (creating a binding counter-offer with new terms), contingent **upon proof** of the conditions set forth below, governed by the principles of commercial law, contract law, legal maxims, common law, and the **Uniform Commercial Code** (UCC), including but not limited to UCC §§ 1-103, 2-202, 2-204, 2-206, and the mailbox/postal rule.

The undersigned, Kevin: Walker, herein referred to as Affiant. Affiant is the Agent, Attorney-In-Fact, holder in due course, and Secured Party and Creditor of and for the Claimants/Plaintiffs TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, TMKEVIN WALKER© IRR TRUST. Affiant hereby states that he is of legal age and competent to state on belief and first hand personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith, regarding the coerced and extorted commercial contract OFFER/CONTRACT/TICKET/BOND #TE250780048, listed under TMKEVIN LEWIS WALKER©, pertaining

3	** Notice of Administrative Process **
2	"Private Property".
1	to the private trust property and private automobile hereafter referred to as

## Notice of Administrative Process \*\*

- This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT
- **SECURITY AGREEMENT** concerns You/Defendant(s)/Respondent(s): Nicholas
- O. Gruwell, Joseph Sinz, Gregory Eastwood, Robert Bowman, William Pratt, Chad
- Bianco, Ortiz, Lopez, RIVERSIDE COUNTY SHERIFF, STATE OF CALIFORNIA
- DEPARTMENT OF MOTOR VEHICLES, AMERICAN INNS OF COURT
- FOUNDATION, and *Does 1-100 Inclusive*, and addresses your blatant bad faith acts, including but not limited to: 10
  - Fraud, racketeering, conspiracy, threats, and extortion against foreign officials, official guests, or internationally protected persons
  - Extortion, embezzlement, larceny, and coercion
  - Identity theft and extortion of a nationally/internationally protected person
  - Conspiracy to deprive rights under the color of law
  - Treason and bank fraud

11

12

13

14

15

16

17

18

21

22

- Frauds, swindles, mail fraud, and forced peonage
- Monopolization of trade and commerce in restraint of trade
- 19 Willful violation of the Constitution and deprivation of rights under color of law 20
  - Intentional trespass and infringement upon the ™KEVIN LEWIS WALKER© trademark, trade name, patent, and copyright
- As with any administrative process, You/Defendant(s)/Respondent(s) may 23
- 24 controvert the statements and claims made by Affiants by executing and
- 25 delivering a verified, point-by-point response in affidavit form, sworn and
- attested to under **penalty of perjury**, signed by Nicholas O. Gruwell, Joseph Sinz,
- Gregory Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz, Lopez, 27
  - RIVERSIDE COUNTY SHERIFF, STATE OF CALIFORNIA DEPARTMENT OF

MOTOR VEHICLES, AMERICAN INNS OF COURT FOUNDATION, or a

designated officer of the corporation.

Such a response must include supporting evidence and be sent via Certified,

Express, or Registered Mail. Responses by any other means will be deemed non-

5 responses and treated accordingly.

6

7

10

11

12

13

14

16

17

18

19

20

21

22

23

24

25

26

27

28

#### \*\*\* SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT\*\*\*:

Again for the record, this <u>contract</u>, <u>received</u> and <u>accepted</u> per the <u>mailbox rule</u>, is self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, Authorized by You/They/the DEBTOR(S). <u>Acceptance</u> of this <u>contract</u> is deemed to occur at the moment it is dispatched via mail, in accordance with the <u>mailbox rule</u> established in common law. Under this rule, an acceptance becomes effective and binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a <u>self-executing agreement</u>, this <u>contract</u> creates <u>immediate</u> and enforceable obligations without the need for further action, functioning also as a <u>SECURITY AGREEMENT</u> under Article 9 of the Uniform Commercial Code (UCC).

\*\*\* SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT\*\*\*

# Contract Agreement Terms of Conditional Acceptance: Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, proceeding *sui juris*, *In Propia Persona*, by *Special Limited Appearance*, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, Kevin: Walker over 18 years of age, being competent to testify and having first hand knowledge of the facts herein declare (or certify, verify, affirm, or state) under penalty of perjury under the laws of the United

**States of America** that the following is true and correct, to the best of my understanding and belief, and in good faith:

- 1. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special Limited Appearance, herby state again for the record that I explicitly reserve all my rights and waive absolutely none. See U.C.C. § 1-308.
- I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special
   Limited Appearance, herby invoke equity and fairness.

- 3. As one of the people, a natural freeborn Sovereign, and national, there is no legal *requirement* for me to have such a "license" for <u>traveling</u> in my <u>private</u> car and/or means of transport. The unrevealed legal purpose of driver's licenses is commercial in nature. Since I do not carry passengers 'for hire,' and I am not engaged in trade or commerce on the highways, there is no law 'requiring' me to have a license to travel for my own <u>private</u> pleasure and that of my family and friends.
- 4. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special Limited Appearance, herby declare, state, verify, and affirm for the record that the 'commercial' and 'for hire' Driver's License/Contract/Bond # B6735991 has been canceled, revoked, terminated, and liquidated, as evidenced by instructions and notice accepted by Steven Gordon, with the California Department of Motor Vehicles," as evidenced by Affidavit of TruthRegistered Mail #RF661447751US.
- 5. Consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and I am therefore not subject to any penalty. I act in accordance with the following U.S. Supreme Court case: "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom,

7

9 10

11 12

13 14

15

16 17

18

19

20

21

22

23

24 25

26

27

- beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the **State**, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).
- 6. I reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.
- 7. Affiant states and alleges that this Affidavit Notice and Self-Executing Contract and Security Agreement is prima facie evidence of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/ internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981).,

"Appellee had the burden of first proving its prima facie case and could do so

by affidavit or other evidence."

3

5

6

7 8

10

9

12 13

11

14 15

16

17 18

19

22 23

21

24

26

27

28

Stalking, Harassment, Theft, Robbery, Extortion, Coercion, Conspriacy, Racketeering (RICO) Deprivation of rights under color of law, Stolen Private Automobile

- 8. On March 19, 2025, Defendants Nicholas O. Gruwell, Joseph Sinz, Gregory Eastwood, Robert Bowman, and Ortiz willfully, illegally, unlawfully, and unconstitutionally surveilled and stalked internationally protected person/ national/non-citizen national, Kevin Walker, to the parking lot of EOS Gym in Temecula, California.
- 9. Acting in unison, dressed in uniforms, and operating like a cartel biker gang, Defendants Nicholas O. Gruwell, Joseph Sinz, Gregory Eastwood, Robert Bowman, Lopez, and Ortiz surrounded the parked private transport/automobile and then STOLE the private transport, clearly marked "PRIVATE."
- 10. In a display of extreme, unnecessary, and unconstitutional force, Defendants trespassed upon private trust property—a private transport/automobile clearly displaying "PRIVATE" plates (See Exhibit U) – and, with armed force and intimidation, forcibly stole said property.
- 11. The "NOTICE OF STORED VEHICLE" serves as incontrovertible evidence that the private transport was stolen, as the form itself explicitly states that the automobile was "STOLEN FROM" the location where it was legally parked. A copy of the 'NOTICE OF STORED VEHICLE' is attached hereto as Exhibit CC and incorporated herein by reference
- 12. Defendants then escalated their conspiracy, racketeering, deprivation of rights under color of law, and unconstitutional actions, using coercion, threats, and unlawful obstruction to further prevent Plaintiffs from reclaiming their private transport, including but not limited to:

- 1 2

- a. **Illegally refusing** to release the **unlawfully seized and stolen** automobile via a tow truck.
- b. Illegally refusing to release the unlawfully seized and stolen private transport/automobile via a "ONE TRIP PERMIT." A copy of the 'ONE TRIP PERMIT'/BOND and CASH RECEIPT, is attached hereto as Exhibit DD and incorporated herein by reference..
- 13. Rather than acting in a lawful, legal, and constitutional manner, Defendants doubled down on their illegal activities by robbing and extorting Plaintiffs of Four Thousand Two Hundred Ninety-Eight Dollars (\$4,298) through threats, duress, coercion, and intimidation under color of law, in direct violation of Plaintiffs' inherent *unalienable* <u>right</u> to travel.
- 14. Plaintiffs were forced under threat, duress, coercion, and extortion to "Register" the private transport/automobile, to take possession of their own property. A copy of the 'REGISTRATION' and the 'CASH RECEIPT' and evidence of 'SPECIAL DEPOSIT' with said financial institution and bank is attached hereto as Exhibit EE and incorporated herein by reference.
- 15. Defendants then further robbed and extorted Plaintiffs of One Hundred and Seventy-Five Dollars (\$175.00) through threats, duress, coercion, and intimidation under color of law, in direct violation of Plaintiffs' inherent unalienable rights. A copy of the CASH RECEIPT, is attached hereto as Exhibit FF and incorporated herein by reference
- 16. Defendants then engaged in conspiracy and racketeering with "S&R TOW TEMECULA," to further rob and extort Plaintiffs of Three Hundred and Seventy-Four Dollars (\$374.00) through threats, duress, coercion, and intimidation under color of law, in direct violation of Plaintiffs' inherent *unalienable* <u>rights.</u> A copy of the CASH RECEIPT, is attached hereto as Exhibit GG and incorporated herein by reference
- 17. Defendants have *willfully* engaged in a pattern of ongoing harassment, stalking Plaintiffs within their own neighborhood, employing intimidation tactics in an

attempt to obstruct justice and coerce Plaintiffs into abandoning their lawful

- 1
- 2

claims.

- 3
- 4 5
- 6
- 7
- 8
- 9
- 10
- 12
- 13
- 14 15
- 16 17
- 18
- 19
- 20 21
- 22
- 23
- 25 26
- 27
- 28

- 18. As a direct result of Defendants' unlawful conduct, Plaintiffs are suffering immediate and irreparable harm, including:
  - a. Severe emotional distress,
  - b. Unlawful deprivation of property,
  - c. Threats to life, liberty, and security.
- 19. Defendants have absolutely failed to rebut multiple verified affidavits, thereby admitting to all claims as a matter of law through silent acquiescence, tacit procuration, collateral estoppel, stare decisis, and res judicata.
- 20. There is no adequate remedy at law, as monetary damages alone cannot compensate for Defendants' ongoing threats, intimidation, and State-sanctioned harassment.
- 21. Therefore, an immediate ex parte injunction is necessary and required as a matter of law to prevent further irreparable harm.
- 22. The <u>private</u> automobile and <u>trust property</u> was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit U.
- 23. The private automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits C and D respectively, and incorporated herein by reference.
- 24. Defendant/Respondents, acted against the Constitution, even when reminded of their duties to support and uphold the Constitution.
- 25. At no point in time were Defendants/Respondents presented with a CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any information added to the fraudulent, coerced, extorted, illegal, unlawful and

4

5

6

8

10

11 12

13

14 15

16

17 18

19

20 21

22

23

24

25

26

27

28

unconstitutional CITATION/CONTRACT was done so in fraud, without consent, full disclosure, and thus is void ab initio.

26. I, Kevin: Walker, sui juris, should never have been stopped exercising my right to travel, in a private automobile that was clearly marked "PRIVATE" and "not for hire" and "not for commercial use."

## FRUIT OF THE POISONOUS TREE DOCTRINE

- 27. Affiant further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "fruit of the poisonous tree" doctrine, as articulated by the **U.S. Supreme Court**, establishes that *any* evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in <u>any</u> subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell including but not limited to the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom void ab initio. See Wong Sun v. United States, 371 U.S. 471 (1963).
- 28. Affiant therefore declares and demands that all actions and evidence obtained in connection with this unlawful stop be deemed inadmissible and void as fruits of the poisonous tree.

# **CONDITIONALLY ACCEPTED** upon proof

- 29. All statements, claims, offer, terms presented in your coerced and extorted OFFER (#TE250780048) are <u>CONDITIONALLY ACCEPTED</u> upon proof of the following from You/Defendant(s)/Respondent(s):
  - 1. Upon Proof from You/Defendant(s)/Respondent(s) CITATION/ INSTRUMENT/OFFER #TE250780048 was accepted intentionally, willfully,

4 5

6

8

9

7

10

12

13

11

14

15 16

17

18 19

20

21

22 23

24

25 26

27

28

and and indorsed, and not done so under threat, duress, and/or coercion, and with full and complete disclosure.

Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025

- 2. Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle Code § 260 applies to private "automobiles" and explicitly requires their registration, notwithstanding the clear distinction made between private and commercial vehicles in the code itself.
- 3. Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code § 31(6) includes private "automobiles" within its definition of "motor vehicle," contrary to its express limitation to vehicles used for commercial purposes.
- 4. Upon Proof from You/Defendant(s)/Respondent(s) that the cited private "automobiles" ("Private Property") was required to be registered despite displaying a private plate identifying it as a private transport and not for commercial use, as evidenced by the photograph of the private decal and PLATE displayed on the private "automobile." A picture of the private PLATE attached hereto as Exhibit U and incorporated herein by reference.
- 5. Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a fundamental Right to travel, and it is factually and actually a privilege, and NOT a gift granted by the Supreme Creator and restated by our founding fathers as *Unalienable* and cannot be taken by any Man / Government made Law or color of law known as a <u>private</u> "Code" (secret) or a "Statute."
- 6. Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and **Authority:** 
  - Provide evidence demonstrating the issuing authority's jurisdiction to impose statutory obligations upon private individuals utilizing private automobiles for personal purposes.
- 7. Upon Proof from You/Defendant(s)/Respondent(s) of Lawful Consideration:

- Provide evidence that the coerced and extorted CITATION constitutes a
   valid contract supported by lawful consideration, which was entered into
   knowingly, willfully, free of coercion, threat, intimidation, or other
   felonious and bad faith actions, with full and complete disclosure. Without
   mutual consent and valuable consideration, no valid contract can exist
   under common law or UCC principles.
- 8. Upon Proof from You/Defendant(s)/Respondent(s) that the living man, natural born Sovereign, state Citizen: Californian, national/non-citizen national, Kevin: Walker, sui juris, In Propria Persona, does NOT possess the unalienable inherent, unalienable right to travel in His private automobile/private transport, free of harassment, tresspass, restrictions, and/or encumbrances.
- 9. Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT well established law that the highways of the State are public property, and their primary and preferred use is for private purposes, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." See, Stephenson vs. Rinford, 287 US 251;

  Pachard vs Banton, 264 US 140, and cases cited; Frost and F. Trucking Co. vs.

  Railroad Commission, 271 US 592; Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 164 A. 313.
- 10. Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle <u>NOT</u> used for commercial activity is NOT a "consumer good, and ...it IS a type of vehicle required to be registered and "use tax" paid of which the tab is evidence of receipt of the tax. See, <u>Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14</u>.
- 11. **Upon Proof from You/Defendant(s)/Respondent(s) that** the entirety of this transaction does not constitute a "commercial" matter under applicable law.

- 12. **Upon Proof from You/Defendant(s)/Respondent(s) that**, 'the claim and exercise of a constitutional right CAN be converted into a crime.' See, Miller v. U.S., 230 F 2d 486, 489.
- 13. **Upon Proof from You/Defendant(s)/Respondent(s) that**, the owner **DOES NOT** have constitutional **right** to use and enjoyment of his property." See,

  <u>Simpson v. Los Angeles (1935)</u>, 4 C.2d 60, 47 P.2d 474.
- 14. Upon Proof from You/Defendant(s)/Respondent(s) that private men and women are required to give up their right to "travel," for the purported "benefit" and privilege of "driving" a "motor vehicle."
- 15. Upon Proof from You/Defendant(s)/Respondent(s) that <u>28 U.S. Code §</u>
  3002(15) <u>Definitions</u> does <u>NOT</u> stipulate, "<u>United States</u>" means (A) a
  Federal corporation; (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.
- 16. Upon Proof from You/Defendant(s)/Respondent(s) that <u>Title 8 U.S. Code</u>

  1101(a)(22) <u>Definition</u>, does NOT expressly stipulates, " (22)The term
  "national of the United States" means (A) a citizen of the United States, or
  (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States.
- 17. Upon Proof from You/Defendant(s)/Respondent(s) that, the individual may NOT stand upon his constitutional rights as a citizen. He is NOT entitled to carry on his private business in his own way. His power to contract is NOT unlimited. He owes such duty [to submit his books and papers for an examination] to the State, and upon proof that his rights are NOT such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and CAN be taken from him without due process of law, or in accordance with the Constitution. NOT among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or

seizure except under a warrant of the law, and upon proof that he

owes the public even though does not trespass upon their rights. See,

Hale v. Henkel, 201 U.S. 43 at 47 (1905).
18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are repugnant to the Constitution are NOT null and void. See, Chief Justice Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803).
19. Upon Proof from You/Defendant(s)/Respondent(s) that the for Hire"
DRIVER'S LICENSE CONTRACT and AGREEMENT ROND #R6735001 \*\*\*\*

- DRIVER'S LICENSE <u>CONTRACT</u> and AGREEMENT BOND #B6735991 was NOT CANCELED, TERMINATED, REVOKED, and LIQUIDATED, ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE, CREDIT, AND DEPOSIT TO <u>PRIVATE</u> POST REGISTERED, with the U.S. Treasury, with the retaining full control and access to all respective right, interest, titles, and credits, as evidenced by the contract security agreement and affidavit titled, 'AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991. A true and correct copy attached hereto as Exhibit D and incorporated herein by reference.
- 20. **Upon Proof from You/Defendant(s)/Respondent(s) that** it WAS NOT noted in Land v. Dollar, 338 US 731 (1947), "that when the government entered into a **commercial** field of activity, it **left immunity behind.**" This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).
- 21. **Upon Proof from You/Defendant(s)/Respondent(s)** that it was NOT established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government engages in commercial or proprietary activities, it sheds its sovereignty and is subject to the same rules and liabilities as any **private** corporation.

# LEGAL STANDARDS, MAXIMS, and PRECEDENT

30. In support of this *CONDITIONAL* ACCEPTANCE and Affidavit and Notice and Self-Executing Contract and Security Agreement Affiant cites the following established legal standards, legal maxims, precedent, and *principles*:

# Use defines classification:

- 1. It is well established law that the highways of the state are public property, and their primary and preferred use is for private purposes, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit."

  Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F. Trucking Co. vs. Railroad Commission, 271 US 592; Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 164 A. 313
- 2. The California Motor Vehicle Code, section 260: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
  - 1. (a) A "commercial vehicle" is a vehicle of a type REQUIRED to be REGISTERED under this code".
  - (b) "Passenger vehicles which are not used for the transportation
    of persons for hire, compensation or profit, and housecars, are not
    commercial vehicles".
  - 3. (c) "a vanpool vehicle is not a commercial vehicle."
- 3. <u>18 U.S. Code § 31 Definition</u>, expressly stipulates, "The term "motor vehicle" means every description of carriage or other contrivance propelled or drawn by mechanical power <u>and</u> used for commercial purposes on the highways in the transportation of passengers, passengers and property, or property or cargo".
- 4. A vehicle not used for **commercial** activity is a "consumer goods", ...it is

  NOT a type of vehicle **required** to be registered and "use tax" paid of which

Serv. 1021, 236 A2d 484, UCC PP 9-109.14.

Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025

the tab is evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC Rep.

7

12

10

13 14

16 17

15

18

19 20

21 22

23

24 25

26

27

- 5. "The 'privilege' of using the streets and highways by the operation thereon of motor carriers for hire can be acquired only by permission or license from the state or its political subdivision. "-Black's Law Dictionary, 5th ed, page 830.
- 6. "It is held that a tax upon common carriers by motor vehicles is based upon a reasonable classification, and does not involve any unconstitutional discrimination, although it does not apply to private vehicles, or those used by the owner in his own business, and not for hire." Desser v. Wichita, (1915) 96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.
- 7. "Thus self-driven vehicles are classified according to the use to which they are put rather than according to the means by which they are propelled." Ex Parte Hoffert, 148 NW 20.
- 8. In view of this rule a statutory provision that the supervising officials "may" exempt such persons when the transportation is not on a commercial basis means that they "must" exempt them." State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.
- 9. "The use to which an item is put, rather than its physical characteristics, determine whether it should be classified as "consumer goods" under UCC 9-109(1) or "equipment" under UCC 9-109(2)." Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 10. "Under UCC 9-109 there is a real distinction between goods purchased for personal use and those purchased for business use. The two are mutually exclusive and the principal use to which the property is put should be considered as determinative." James Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).

4 5

6

7

9

11

12

10

13

1516

14

17

18 19

20

2122

23

24

2526

27

28

- 11. "The classification of goods in UCC 9-109 are mutually exclusive."
  McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260
  Md 601, 273 A.2d 198 (1971).
- 12. "The classification of ``goods" under [UCC] 9-109 is a question of fact."

  Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836

  P.2d 1051 (Colo. App., 1992).
- 13. "The definition of ``goods'' includes an automobile." Henson v Government Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).

# The RIGHT to Travel is not a Privilege:

- 14. "No State government entity has the power to allow or deny passage on the highways, byways, nor waterways... transporting his vehicles and personal property for either recreation or business, but by being subject only to local regulation i.e., safety, caution, traffic lights, speed limits, etc. Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances." *Chicago Coach Co.* v. *City of Chicago*, 337 Ill. 200, 169 N.E. 22.
- 15. The fundamental Right to travel is NOT a Privilege, it's a gift granted by your Creator and restated by our founding fathers as Unalienable and cannot be taken by any Man / Government made Law or color of law known as a <a href="mailto:private">private</a> "Code" (secret) or a "Statute."
- 16. "Traveling is passing from place to place—act of performing journey; and traveler is person who travels." In Re Archy (1858), 9 C. 47.
- 17. "Right of transit through each state, with every species of property known to constitution of United States, and recognized by that paramount law, is secured by that instrument to each citizen, and does not depend upon uncertain and changeable ground of mere comity." In Re Archy (1858), 9 C. 47.

- 18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty". We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.
- 19. The right to travel is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment. So much is conceded by the solicitor general. In Anglo Saxon law that right was emerging at least as early as Magna Carta. Kent v. Dulles, 357 U.S. 116, 125.
- 20. "Even the legislature has no power to deny to a citizen the right to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.
- 21. "... It is now universally recognized that the state does possess such power [to impose such burdens and limitations upon private carriers when using the public highways for the transaction of their business] with respect to common carriers using the public highways for the transaction of their business in the transportation of persons or property for hire. That rule is stated as follows by the **supreme court of the United States**: 'A citizen may have, under the fourteenth amendment, the **right** to travel and transport his property upon them (the public highways) by **auto vehicle**, but **he has no right to make the highways his place of business by using them as a common carrier for hire**. Such use is a privilege which may be granted or withheld by the state in its discretion, without violating either the due process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267 U. S. 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].
- 22. "The right of a citizen to travel upon the highway and transport his property thereon in the ordinary course of life and business differs radically an obviously from that of one who makes the highway his place of <u>business</u>

24

25

26

27

- and uses it for private gain, in the running of a stage coach or omnibus. The former is the usual and ordinary right of a citizen, a right common to all; while the latter is special, unusual and extraordinary. As to the former, the extent of legislative power is that of regulation; but as to the latter its power is broader; the right may be wholly denied, or it may be permitted to some and denied to others, because of its extraordinary nature. This distinction, elementary and fundamental in character, is recognized by all the authorities."
- 23. "Even the legislature has no power to deny to a citizen the right to travel upon the highway and transport his/her property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with the public interest and convenience." ["regulated" means traffic safety enforcement, stop lights, signs etc.] - Chicago Motor Coach v. Chicago, 169 NE 22.
- 24. "The claim and exercise of a constitutional right cannot be converted into a crime." - Miller v. U.S., 230 F 2d 486, 489.
- 25. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights." - Sherar v. Cullen, 481 F. 945
- 26. The right of the citizen to travel upon the highway and to transport his property thereon, in the ordinary course of life and business, differs radically and obviously from that of one who makes the highway his place of business for private gain in the running of a stagecoach or omnibus." — State vs. City of Spokane, 186 P. 864.
- 27. "The right of the citizen to travel upon the public highways and to transport his/her property thereon either by carriage or automobile, is not a mere privilege which a city [or State] may prohibit or permit at will, but a common right which he/she has under the right to life, liberty, and the pursuit of happiness." – Thompson v. Smith, 154 SE 579.

- 28. "The right of the Citizen to travel upon the public highways and to transport his property thereon, in the ordinary course of life and business, is a common right which he has under the right to enjoy life and liberty, to acquire and possess property, and to pursue happiness and safety. It includes the right, in so doing, to use the ordinary and usual conveyances of the day, and under the existing modes of travel, includes the right to drive a horse drawn carriage or wagon thereon or to operate an automobile thereon, for the usual and ordinary purpose of life and business." Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784.
- 29. "The use of the highways for the purpose of **travel** and transportation is not a mere **privilege**, but a common and fundamental **Right** of which the public and the individual cannot be rightfully deprived."—Chicago Motor Coach vs. Chicago, 169 NE 22;Ligare vs. Chicago, 28 NE 934;Boon vs. Clark, 214 SSW 607;25 Am.Jur. (1st) Highways Sect.163.
- 30. "The right to b is part of the Liberty of which a citizen cannot deprived without due process of law under the <u>Fifth Amendment</u>. This Right was emerging as early as the Magna Carta." <u>Kent vs. Dulles</u>, 357 US 116 (1958).
- 31. "The state **cannot** diminish **Rights** of the people." <u>Hurtado vs. California</u>, 110 US 516.
- 32. "Personal liberty largely consists of the Right of locomotion -- to go where and when one pleases -- only so far restrained as the Rights of others may make it necessary for the welfare of all other citizens. The Right of the Citizen to travel upon the public highways and to transport his property thereon, by horse drawn carriage, wagon, or automobile, is not a mere privilege which may be permitted or prohibited at will, but the common Right which he has under his Right to life, liberty, and the pursuit of happiness. Under this Constitutional guarantee one may, therefore, under

Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025

- normal conditions, **travel** at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with nor disturbing another's Rights, he will be protected, not only in his person, but in his safe conduct." —II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.
- 33. Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them." —Miranda v. Arizona, 384 U.S.
- 34. "The state **cannot** diminish **Rights** of the **people."** —Hurtado vs. California, 110 US 516.

## **NO QUALIFIED OR LIMITED IMMUNITY**

- 35. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 36. "Public officials are not immune from suit when they transcend their lawful authority by invading constitutional rights."—AFLCIO v. Woodward, 406 F2d 137 t.
- 37. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 38. "Judges not only can be sued over their official acts, but could be held **liable** for injunctive and declaratory relief and attorney's fees." Lezama v. Justice Court, A025829.
- 39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.

40. "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel

234

5

8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
- 41. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
  - 42. "the people, not the States, are sovereign."—Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
  - 43. ALL ARE EQUAL UNDER THE LAW. (God's Law Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
  - 44. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie is to go against the mind."
  - 45. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign and the Sovereign tells only the truth.
  - 46. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12).
  - 47. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."
  - 48. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve.
  - 49. At no point in time were Defendants/Respondents presented with a CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any information added to the CITATION/CONTRACT was done so in fraud, without consent, full disclosure, and thus is *void ab initio*.

Case	5:25	5-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 23 of 49 Page ID #:515				
	Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025					
1		50. WORKMAN IS WORTHY OF HIS HIRE. The first of these is				
2	expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6.					
3	Legal maxim: "It is against equity for freemen not to have the free					
4	disposal of their own property."					
5	51. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY					
6	<b>DEFAULT.</b> (Book of Job; Mat. 10:22) Legal maxim: "He who does not					
7		repel a wrong when he can occasions it."				
8	Ex	ecuted "without the United States" in compliance with 28 USC § 1746.				
9	FURTHER AFFIANT SAYETH NOT.					
10	Some Relevant U.C.C. Sections and Application					
11	1.	U.C.C. § 1-308 - Reservation of Rights:				
12		This section ensures that acceptance of an offer under duress or coercion does				
13		not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/				
14		Plaintiff(s) asserts that any compliance with your offer is made with explicit				
15		reservation of rights, preserving all legal remedies.				
16	2.	U.C.C. § 2-204 - Formation in General:				
17		This section establishes that a contract can be formed in any manner sufficient				
18		to show agreement, including conduct. By issuing the citation (an implied offer				
19		to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual				
20		relationship, which has been conditionally accepted with <u>new terms herein</u> .				
21	3.	U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract:				
22		Under this section, an offer can be accepted in any reasonable manner. By				
23		conditionally accepting the citation and dispatching this notice via USPS				
24		Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have				
25		created a binding contract agreement and obligation which You/Defendant(s)/				
26	}	Respondent(s) are contractually bound and obligated to.				

4. U.C.C. § 2-202 – Final Written Expression:

28

This provision ensures that the terms of this conditional acceptance supplement

the original terms of the citation. By including these conditions, the issuing authority is bound to provide proof of their validity, failing which the conditional acceptance will be expressly stipulated as the **final** agreement.

- This section allows common law principles to supplement the UCC. Under the doctrine of **equity** and **fair dealing**, failure to provide the requested proof constitutes bad faith and silent acquiescence, tacit agreement, and tacit procuration to all of the the **fact and terms stipulated** in this Affidavit Notice and Self-Executing Contract and Security Agreement.
- 6. U.C.C. § 3-505 Evidence of Dishonor:

- Under this section, when a party fails to provide timely and sufficient proof of their claim, they are deemed to be in **dishonor**. By failing to rebut the claims made in the conditional acceptance, You/Defendant(s)/Respondent(s) are **in default and dishonor**, legally admitting to all facts, terms, and conditions set forth in this Affidavit Notice and Self-Executing Contract and Security Agreement.
- 7. U.C.C. § 3-302 Holder in Due Course:
  - This provision establishes that a **Holder in Due Course** takes an instrument free of most defenses and claims. As Claimant(s)/Plaintiff(s) have received no lawful rebuttal, and no evidence to dispute their standing as **Holder(s) in Due Course**, all rights, claims, and interests in the obligation are **secured and enforceable**, barring any defenses from You/Defendant(s)/Respondent(s).
- 8. U.C.C. § 3-306 Claims to an Instrument:
  - This section states that a claim against a negotiable instrument must be lawfully substantiated to be enforceable. As You/Defendant(s)/Respondent(s) have failed to present lawful proof of claim, no enforceable right exists to challenge the standing, claims, or interests of the Claimant(s)/Plaintiff(s). All objections are now waived through silent acquiescence.

## 9. U.C.C. § 9-509 – Persons Entitled to File a Financing Statement:

Under this provision, a **Secured Party** has the right to file a financing statement when a valid security interest exists. By failing to rebut the terms stipulated in this agreement, You/Defendant(s)/Respondent(s) have **expressly consented to the filing of a UCC-1 Financing Statement**, securing the interest of the Claimant(s)/Plaintiff(s) against all assets, accounts, and collateral associated with the dishonored obligationLegal and Procedural Basis

## VII. <u>Legal and Procedural Basis</u>

### 1. Mailbox/Postal Rule:

Under the mailbox rule, this notice of conditional acceptance is effective and considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement becomes binding when the notice **is sent**, *not* when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

## 2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified **three (3) day** timeframe constitutes **silent acquiescence**, **tacit agreement**, **and tacit procuration**.

## 3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/
Respondent(s) have consented to service of notices, pleadings, and communications via
email, and/or USPS Registered Mail, Express Mail, or Certified Mail. Your failure to
rebut or object to this service method within the specified timeframe constitutes
unequivocal acceptance of service through these means.

## **RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

A response and/or compensation and/or restitution payment must be received within a deadline of **three** (3) days. At the "Deadline" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "Failure to respond" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries*, *Inc* and *Beasley*, *Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

# FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s), Nicholas O Gruwell, Joseph Sinz, Gregory
Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz, Lopez, RIVERSIDE
COUNTY SHERIFF, STATE OF CALIFORNIA DEPARTMENT OF MOTOR
VEHICLES, AMERICAN INNS OF COURT FOUNDATION, Does 1-100 Inclusive,
fail to respond and perform within three (3) days of receiving this Affidavit
Notice and Self-Executing Contract and Security Agreement and CONDITIONAL
ACCEPTANCE, with verified evidence accompanied by an affidavit sworn under
penalty of perjury, as required by law, then:

- 1. You/Defendant(s)/Respondent(s), individually and collectively, fully agree and acknowledge that you are bound by law to act in good faith and must:
  - 1. Cease all acts of conspiracy, fraud, identity theft, embezzlement, deprivation under color of law, extortion, bank fraud, harassment, conspiracy to deprive, and any other violations of law.
  - 2. Immediately pay the sum of Three Hundred Million Dollars
    (\$300,000,000.00) in lawfully recognized currency, such as gold and silver

coin, as authorized under Article I, Section 10, Clause 1 of the U.S.
Constitution, as Restitution and Settlement, including all costs and fees
associated with handling these matters, and damages for the unauthorized
use of the KEVIN LEWIS WALKER Copyright and Trademark.

- 3. Release all special deposit funds, currency, and/or credits due to Affiant and/or Claimant(s)/Plaintiff(s).
- **4.** Immediately terminate all deputies involved in all related events, including but not limited to:
  - William Pratt

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

- Nicholas O Gruwell
- Joseph Sinz
- Robert Bowman
- Gregory Eastwood
- Lopez
- Ortiz
- Robert Gell
- 5. TERMINATE these proceeding immediately, and pay the below mentioned Three Hundred Million Dollar (\$300,000,000.00) Restitution and Settlement payment, and releasing all special deposit funds and/or Credits due to Affiant and/or Complainant(s)/Plaintiff(s).

Failure to comply constitutes **tacit admission** and **binding legal agreement** under **commercial and common law**, enforceable as *a matter of law* and record.

# Three Hundred Million (\$300,000,000.00 USD) Restitution Settlement Payment REQUIRED

- 25 | Furthermore, if You/Defendant(s)/Respondent(s), Nicholas O Gruwell, Joseph
- 26 Sinz, Gregory Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz,
- 27 Lopez, RIVERSIDE COUNTY SHERIFF, STATE OF CALIFORNIA DEPARTMENT
  - OF MOTOR VEHICLES, AMERICAN INNS OF COURT FOUNDATION, Does

1-100 Inclusive, fail to respond and perform within three (3) days from the date of

receipt of this communication by providing verified evidence and proof of the

facts and conditions set forth herein, accompanied by **affidavits sworn under** 

5

8

11

12

13

10

1415

16

18 19

21

22

23

20

2425

2627

28

27

- penalty of perjury, as required by law, then:
  You/Defendant(s)/Respondent(s), individually and collectively, expressly agree that within three (3) days of receipt of this contract offer, You/ Defendant(s)/Respondent(s) shall:
  - Issue restitution payment in the total sum certain of Three Hundred Million U.S. Dollars (\$300,000,000.00 USD).
  - Acknowledge that said amount becomes immediately due and payable to Claimant(s)/Plaintiff(s).

Failure to comply constitutes tacit acquiescence, full acceptance of all claims as true, and a binding legal agreement enforceable under commercial and common law.

# Failure to Perform/Breach of Contract: One Trillion Dollar (\$1,000,000,000,000.00 USD) Default Judgement and Lien

If You/Defendant(s)/Respondent(s), Nicholas O. Gruwell, Joseph Sinz,
Gregory Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz,
Lopez, RIVERSIDE COUNTY SHERIFF, STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES, AMERICAN INNS OF COURT
FOUNDATION, and Does 1-100 Inclusive, fail to respond and/or perform
within three (3) days from the date of receipt of this communication, as
contractually required, then You/Defendant(s)/Respondent(s), individually
and collectively, fully agree and accept that:

 The entire amount itemized in Invoice #RIVSHERTREAS032025, totaling One Trillion Dollars (\$1,000,000,000,000.000), in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, shall become immediately due and payable in full.

- 2. By failing to respond and perform within the required timeframe, You/ 1 2 Defendant(s)/Respondent(s), individually and collectively, expressly admit to 3 all statements and claims by TACIT PROCURATION and fully agree that You/Defendant(s)/Respondent(s) are: 4 5 • Guilty of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets 6 7 Engaged in forgery and unauthorized use of identity Monopolizing trade and commerce, engaging in unfair business 8 practices 9 Depriving Affiant of rights under the color of law 10 Receiving extortion proceeds, engaging in false pretenses, extortion, and 11 racketeering 12 13 stolen goods and securities 14
  - Committing bank fraud and fraudulent transportation and transfer of
  - Unlawfully interfering, intimidating, and inflicting emotional distress
  - Willfully violating public policy and the Constitution
  - Directly responsible for injury and damage to Affiant
  - 3. Additionally, You/Defendant(s)/Respondent(s) expressly agree that all officials, trustees, fiduciary (ies), and deputies involved in all related events must be immediately terminated, including but not limited to:
    - Chad Bianco, for knowingly allowing and enabling the fraudulent and unlawful conduct and unconstitutional atrocities.
    - George Reyes

16

17

18

19

20

21

22

23

24

25

26

27

- William Pratt
- Nicholas O Gruwell
- Joseph Sinz
- **Robert Bowman**

- Gregory Eastwood
  - Lopez

2

3

4

5

6

7

8

21

22

25

26

27

28

- Ortiz
- Robert Gell
- 4. Failure to respond constitutes binding contractual agreement and irrevocable admission of guilt under commercial and common law, enforceable as a matter of law and record.

## **JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION**

- If You/Defendant(s)/Respondent(s), Nicholas O Gruwell, Joseph Sinz, Gregory
- 10 | Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz, Lopez, RIVERSIDE
- 11 COUNTY SHERIFF, STATE OF CALIFORNIA DEPARTMENT OF MOTOR
- 12 VEHICLES, AMERICAN INNS OF COURT FOUNDATION, Does 1-100 Inclusive,
- 13 fail to respond within three (3) days from the date of receipt of this communication,
- 14 then you/they, individually and collectively, shall be deemed to have:
- 15 1. Fully and unequivocally decreed, accepted, authorized (pursuant to UCC
- Article 9), endorsed, supported, and advocated for a judgment, summary
- judgment, and/or commercial lien in the amount of One Trillion Dollars
- (\$1,000,000,000,000.00), in lawfully recognized currency, such as gold and
- silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.
- Constitution, against You/Defendant(s)/Respondent(s) in favor of Claimant(s)/
  - Plaintiff(s) and/or their lawfully designated ASSIGNEE(S).
  - 2. Expressly, fully, and unequivocally authorized, endorsed, supported, and
- advocated for Claimant(s)/Plaintiff(s), and/or their lawfully designated
- 24 ASSIGNEE(S) to formally notify:
  - The U.S. Department of the Treasury
  - The Internal Revenue Service (IRS)
    - The respective Congressional Representative
    - The U.S. Attorney General

- 1
- Any other individual, legal fiction, or entity Affiant deems necessary
- 3
- 5 6
- 7
- 8
- 10
- 11
- 12
- 13
- 14
- 15 16
- 17
- 18 19
- 20
- 21
- 22
- 23
- 24
- 25

- 27

- Consented to the submission of requisite IRS tax forms, including but not limited to Forms 1099-A, 1099-OID, 1099-C, 1096, 1042, 1040, 1041, 1041-V, 1040-
  - V, and 3949-A, documenting:
  - One Trillion Dollars (\$1,000,000,000,000.00) as income to You/ Defendant(s)/Respondent(s).
  - The same amount as lost revenue and/or income to Affiant, Claimant(s)/ Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).
- Failure to respond constitutes tacit agreement and binding acceptance of these terms as a matter of law and commerce.

## SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

- It is further considered and agreed that said income shall be assessed and **claimed** as income by You/Defendant(s)/Respondent(s) through one or more of the following legal enforcement mechanisms:
- 1. Filing a lawsuit followed by a DEMAND (not motion) for Summary Judgment as a matter of law, in accordance with California Code of Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 56(a).
- 2. Executing an Affidavit Certificate of Non-Response, Dishonor, Judgment, and Lien Authorization, pursuant to U.C.C. § 3-505.
- 3. Issuing an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS in the sum certain of One Trillion Dollars (\$1,000,000,000,000.00) for immediate credit to Affiant, Claimant(s)/ Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).
- This Self-Executing Contract and Security Agreement serves as prima facie evidence of You/Defendant(s)/Respondent(s)'s Verified INDEBTEDNESS to
- Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).
- Should it be deemed necessary, Claimant(s)/Plaintiff(s) are fully authorized under
- U.C.C. § 9-509 to file a UCC Commercial Lien and/or UCC-1 Financing Statement

to **perfect their security interest** and secure full satisfaction of the adjudged sum of One Trillion Dollars (\$1,000,000,000,000).

## Good Faith, GOLD PARACHUTE OPTION

As an alternative resolution, You/Defendant(s)/Respondent(s) may elect to settle all claims, terminate all fraudulent proceedings, and cease all further actions by executing a payment in the amount of One Hundred Million Dollars (\$100,000,000.00 USD) to WG EXPRESS TRUST or KEVIN WALKER ESTATE.

This payment shall serve as full and final settlement, contingent upon the following conditions:

#### 1. TERMINATION OF EMPLOYMENT & LIABILITY

You/Defendant(s)/Respondent(s) shall immediately terminate the employment, contracts, and/or BONDS of:

- Nicholas O. Gruwell
- Joseph Sinz

3

6

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- Robert Bowman
- Gregory Eastwood
- Robert Gell

# 2. TRAINING AND EDUCATION on American's 'Right to Travel' Training and educating of all remaining personnel on American's inherent

unalienable, constitutionally secured and protected, right to travel.

### 3. TERMINATION OF FRAUDULENT PROCEEDINGS

All fraudulent proceedings initiated against Affiant/Claimant(s)/Plaintiff(s) shall be **immediately terminated with prejudice**.

#### 4. PAYMENT & REMITTANCE OPTIONS

You/Defendant(s)/Respondent(s) may remit the full settlement amount of One Hundred Million Dollars (\$100,000,000.00) through one of the following methods:

Check or Money Order made payable to "WG EXPRESS TRUST"

• Wire Transfer(s) to WELLS FARGO Checking Account #3819615109.

# The full settlement payment must be received no later than 5:00 p.m. on the third (3rd) day following receipt of this notice. Failure to respond or make the required payment shall constitute a binding admission of liability, resulting in the automatic enforcement of the full One Trillion Dollar (\$1,000,000,000,000,000,000) judgement and lien.

#### 5. FAILURE TO PERFORM

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

28

In the event that You/Defendant(s)/Respondent(s) fail to comply with this Gold Parachute settlement offer, the demands for full restitution, damages, and liabilities as previously outlined shall be fully enforceable, including but not limited to:

- One Trillion Dollar (\$1,000,000,000,000,000) judgement and lien.
- Termination of employment and bonds of all named parties herein and liquidation of all SURETY BONDS, and seizure of all ASSETS to necessary to satisfy the authorized judgement and lien.
- Authorization and execution of commercial liens and legal actions in the amount of One Trillion Dollars (\$1,000,000,000,000,000.00)

Failure to comply constitutes tacit agreement and binding acceptance of these terms under common and commercial law.

## **ESTOPPEL BY ACQUIESCENCE:**

- If You/Defendant(s)/Respondent(s), Nicholas O Gruwell, Joseph Sinz, Gregory
- 24 | Eastwood, Robert Bowman, William Pratt, Chad Bianco, Ortiz, Lopez, RIVERSIDE
- 25 COUNTY SHERIFF, STATE OF CALIFORNIA DEPARTMENT OF MOTOR
- 26 VEHICLES, AMERICAN INNS OF COURT FOUNDATION, Does 1-100 Inclusive
- 27 | fail to respond by addressing each point, on a point-by-point basis, You/
  - Defendant(s)/Respondent(s) individually and collectively:

1. Accept all statements, declarations, stipulations, facts, and claims as Truth and

3. Waive any right to argue, controvert, or otherwise protest the finality of these

- 1 2
- Fact by TACIT PROCURATION.
- 3
  - 2. Acknowledge that all issues are deemed settled under RES JUDICATA, STARE DECISIS, and COLLATERAL ESTOPPEL.
- 6

5

- administrative findings in any subsequent process, whether administrative or 7 judicial.
- - 4. Are permanently barred from raising any future objections to the findings herein.
  - (For any terms you do not "understand," refer to Black's Law Dictionary, 6th Ed.).
  - Furthermore, failure to fully respond will constitute express agreement that You/
- 11 Defendant(s)/Respondent(s) shall not argue, controvert, or protest the finality of
- these findings in any administrative or judicial process, as certified by Notary or 12
- Witness Acceptor in an Affidavit Certificate of Non-Response and/or Judgment 13
- or similar binding instrument. 14
- Should You/Defendant(s)/Respondent(s) fail to respond, provide partial, 15
- **unsworn**, **or incomplete answers**, such responses are **not acceptable** and shall have 16
- no legal effect. The Courts have consistently upheld that failure to properly
- respond results in admissions of fact, as seen in: 18
- 19
- Sieb's Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952):
- 20 21
- request for admission of facts and filed only an unsworn response within the time

"Defendant(s) made no request for an extension of time in which to answer the

- permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the 22
  - facts in question were deemed admitted as true.
- 23 24
- Beasley v. U.S., 81 F. Supp. 518 (1948):
- 25
- "I, therefore, hold that the requests will be considered as having been admitted."
- 26
- Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976):
- 27 28
- "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court."

Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025

Invoice # RIVSHERTREAS032025

2

# **INVOICE** and/or TRUE BILL

3 4

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or **DEBTOR(S):** 

5

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to TMKEVIN WALKER® ESTATE, TMWG EXPRESS TRUST®, TMKEVIN WALKER® IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

8

9

10

11

12

13

14

15

16

17

11		
1.	18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00

19

18

21

20

bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma,

harassment, Waring against the Constitution, injury and damage:

emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law

Fraud, conspiracy, obstruction, identity theft, extortion,

22 23

Use of ™KEVIN LEWIS WALKER©:

x3

\$3,000,000.00

24

25

26

27

28

**Total Due:** Good Faith Discount: Total Due by 03/26/2025: Total Due after 03/26/2025: \$1,000,000,000,000.00 USD \$999,700,000,000.00 USD \$300,000,000.00 USD ,000,000,000.000.00 USD

\$777,075,000,000.00

Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025

## **LIST OF EXHIBITS / EVIDENCE:**

- 2 1. Exhibit A: Affidavit: Power of Attorney In Fact'
- 3 2.Exhibit B: Hold Harmless Agreement

1

- 4 3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
- 5 4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2.
- 6 5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF
- 7 CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,
- 8 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
- 9 IDENTITY THEFT, EXTORTION, COERCION, TREASON.
- 10 6. Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF
- DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF
- 12 RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
- 13 COERCION, TREASON
- 14 7. Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF
- 15 DEFAULT AND OPPORTUNITY TO CURE <u>AND</u> NOTICE OF FRAUD,
- 16 RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
- 17 COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
- 18 KIDNAPPING.
- 19 8. Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit
- Certificate of Dishonor, Non-response, **DEFAULT**, JUDGEMENT, and **LIEN**
- 21 AUTHORIZATION.
- 22 9. Exhibit I: Form 3811 corresponding to Exhibit E.
- 23 10. Exhibit J: Form 3811 corresponding to Exhibit F.
- 24 11. Exhibit K: Form 3811 corresponding to Exhibit G.
- 25 12. Exhibit L: Form 3811 corresponding to Exhibit H.
- 26 13. Exhibit M: INVOICE/TRUE BILL #RIVSHERTREAS12312024
- 27 | 14. Exhibit N: Copy of 'MASTER DISCHARGE AND INDEMNITY BOND' 28 | #RF661448567US.

- 15.Exhibit O: Photograph(s) of Defendant/Respondent Gregory D Eastwood.
- 2 | 16. Exhibit P: Photograph(s) of Defendant/Respondent Robert C V Bowman.
- 17. Exhibit Q: Photograph(s) of Defendant/Respondent Willam Pratt.
- 4 18. Exhibit R: Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND
  5 REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT
- 6 and AGREEMENT. LICENSE/BOND # B6735991
- 7 19. Exhibit S: Revocation Termination and Cancelation of Franchise.
- 8 20. Exhibit T: CITATION/BOND #TE464702, accepted under threat, duress, and coercion.
- 21. Exhibit U: Photograph(s) of Private Transport's PRIVATE PLATE displayed on the automobile
- 12 22. Exhibit V: Copy of "Automobile" and "commercial vehicle" defined by DMV
   13 (Department of Motor Vehicles).
- 14 23. Exhibit W: Copy of CA CODE § 260 from <a href="https://leginfo.legislature.ca.gov">https://leginfo.legislature.ca.gov</a>.
- 15 24. Exhibit X: Copy of national/non-citizen national passport card #C35510079.
- 16 25. Exhibit Y: Copy of national/non-citizen national passport book #A39235161.
- 17 26.Exhibit Z: TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 18 27. Exhibit AA: Copy of American Bar Association's 'Attorney In Fact' Definition.
- 19 28. Exhibit BB: Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 20 29. **Exhibit CC:** Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it was "stolen from," CITATION/BOND #TE250780048, conditionally accepted
- 22 under threat, duress, and coercion.
- 23 30. Exhibit DD: Copy of the \$27 'ONE TRIP PERMIT' / BOND and CASH RECEIPT
- 24 31. **Exhibit EE**: Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and evidence of 'SPECIAL DEPOSIT'
- 26 32. Exhibit FF: Copy of the \$175 CASH RECEIPT
- 27 33.Exhibit GG: Copy of the \$374 CASH RECEIPT
- 28 | 34. Exhibit HH: Photograph of Defendant Nicholas O Gruwell and Lopez

Case	5:25-cv-00646-WLH-MAA [	Document 11 #:531	Filed 03/24/25	Page 39 of 49	Page ID	
	Self-Executing Contract and Securi	ty Agreement-Regist	ered Mail #RF77582410	7US — DATED: Marc	h 20, 2025	
1	(ID#4165).					
2	35. Exhibit II: Photographs	of Defendants	STEALING the	Plaintiffs' priva	ate	
3	transport.					
4	36. Exhibit JJ: Photograph	of Joseph Sinz	further extorting	g, coercing, cons	piring,	
5	defrauding, damaging, and injuring Plaintiffs under color of law.					
6	37. Exhibit KK: Photograp	h of Robert Bo	wman further ex	torting, coercing	3,	
7	conspiring, defrauding,	damaging, an	d injuring Plaint	iffs under color	of law.	
8	38. Exhibit LL: Photograph	of Nicholas G	ruwell further e	xtorting, coercin	ıg,	
9	conspiring, defrauding,	damaging, an	d injuring Plaint	iffs under color	of law.	
10	39. Exhibit MM; PLAINTIF	FS' VERIFIED	NOTICE AND DI	EMAND FOR IM	MEDIATE	
11	NON-DISCRETIONARY	EMERGENCY	EX PARTE INJU	NCTION AS A N	<b>MATTER</b>	
12	OF LAW WITHOUT HEA	ARING, Filed in	Case No.: 5:25-0	v-00646-WLH-	-MAA.	
13	//					
14					===	
15	WORDS DEI	FINED G	LOSSARY	OF TERM	<u> 1S:</u>	
16	As used in this Affidavit, the follow	ving words and ter	ms are as defined in I	his section, non-obst	ante:	
17	1. automobile: a passenger vehic	cle that does not tr	ansport persons for l	nire. This includes st	ation wagons,	
18	sedans, vans, and sport utility	vehicles. See, Cal	ifornia Vehicle Code	(CVC) §465.		
19	2. commercial vehicle: A "com	nmercial vehicle"	is a vehicle which	is used or mainta	ained for the	
20	transportation of persons for	hire, compensatio	n, or profit or design	ed, used, or maintai	ned primarily	
21	for the transportation of prope	erty (for example,	rucks and pickups).	See CVC §260.		
22	3. motor vehicle: The term "me	otor vehicle" mea	ns every description	of carriage or other	er contrivance	
23	propelled or drawn by mecha	anical power and	used for commercial	purposes on the hi	ghways in the	
24	transportation of passengers,	passengers and p	roperty, or property	or cargo. See 18 U.S	6. Code § 31 -	
25	Definitions.					
26	4. financial institution: a personal	on, an <u>individual</u>	a <u>private banker</u> , a	business engaged in	vehicle sales,	
27	including automobile, airplan	e, and boat sales,	persons involved in r	eal estate closings ar	d settlements,	
28	the United States Postal Serv	ice, a commercial	bank or trust compa	ny, any credit union	, an agency of	
		-39	of 47-			

6.

5.

Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025

the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

- individual: As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. As an adjective: Existing as an indivisible entity. Of or relating to a single person or thing, as opposed to a group.— See Black's Law Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
  - person: Term may include artificial beings, as corporations. The term means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. The term "person" means a natural person or an organization. -Artificial persons. Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic." -Natural persons. Such as are formed by nature, as distinguished from artificial persons, or corporations. -Private person. An individual who is not the incumbent of an office. Persons are divided by law into natural and artificial. Natural persons are such as the God of nature formed us; artificial are such as are created and devised by human laws, for the purposes of society and government, which are called "corporations"

or "bodies politic." - See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary

4 | 7.

16 8.

bank: a person engaged in the business of banking and includes a savings bar	ık, savings and loan
association, credit union, and trust company. The terms "banks", "national bank	", "national banking
association", "member bank", "board", "district", and "reserve bank" shall have the	e meanings assigned
to them in section 221 of this title. An institution, of great value in the commercia	l world, empowered
to receive deposits of money, to make loans. and to issue its promissory notes, (de-	signed to circulate as
money, and commonly called "bank-notes" or "bank-bills" ) or to perform any o	ne or more of these
functions. The term "bank" is usually restricted in its application to an incorpo	rated body; while a
private individual making it his business to conduct banking operations is deno	ominated a "banker."
Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discou	ınt; (3) of circulation
Strictly speaking, the term "bank" implies a place for the deposit of money, as that	t is the most obvious
purpose of such an institution See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Bla	nck's Law Dictionary
1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.	

- discharge: To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a dent, a mortgage. As a noun, the word means the act or instrument by which the binding force of a contract is terminated, irrespective of whether the contract is carried out to the full extent contemplated (in which case the discharge is the result of performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- pay: To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025

- 10. payment: The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.
- 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals.
- 12. may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, courts not infrequently construe "may" as "shall" or "must". See Black's :aw Dictionary, 4th Edition page 1131.
- 13. extortion: The term "extortion" means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right. See 18 U.S. Code § 1951 Interference with commerce by threats or violence.
- 14. **national:** "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." **They all have the same meaning.** See Title 18 U.S. Code § 112 Protection of foreign officials, official guests, and internationally protected persons.
- 15. **United States:** For the purposes of this Affidavit, the terms "<u>U</u>nited <u>S</u>tates" and "U.S." *mean only the Federal Legislative Democracy of the District of Columbia*, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. *The terms* "*United States*" and "U.S." are NOT to be construed to mean or include the sovereign, <u>u</u>nited 50 <u>s</u>tates of America.
- 16. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional.

Case	5:25-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 43 of 49 Page ID #:535				
	Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED. March 20, 2025				
1	as applied to contracts is the cause of an error bearing on material part of the contract, created or				
2	continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an				
3	inconvenience or loss to the other, in the sense of court of equity, properly includes all acts, omissions,				
4	and concealments which involved a breach of legal or equitable duty, trust, or confidence justly				
5	reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of				
6	another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.				
7	17. color: appearance, semblance, or simulacrum, as distinguished from that which is real. A prima facie or				
8	apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of				
9	reality; a a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.				
10	18. colorable: That which is in appearance only, and not in reality, what it purports to be. See, Black's Law				
11	Dictionary 1st Edition, page 2223.				
12	//				
13	COMMERCIAL OATH AND VERIFICATION:				
14	County of Riverside )				
15	) Commercial Oath and Verification				
16	The State of California )				
17	I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding				
18	in good faith being of sound mind states that the facts contained herein are true,				
19	correct, complete and not misleading to the best of Affiant's knowledge and belief				
20	under penalty of International Commercial Law and state this to be HIS Affidavit of				
21	Truth regarding same signed and sealed this <u>20TH</u> day of <u>MARCH</u> in the year of				
22	Our Lord two thousand and twenty five:				
23	proceeding sui juris, In Propria Persona, by Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.				
24	01-91				
25	By: Kevin-Walker, Attorney In Fact, Secured Party,				
26	Executor, national, private bank(er) EIN # 9x-xxxxxxx				
27					
28					
	-43 of 47-				

Case	#:536 #:536		
	Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED March 20, 2025		
1	Let this document stand as truth before the Almighty Supreme Creator and let it be		
2	established before men according as the scriptures saith: "But if they will not listen,		
3	take one or two others along, so that every matter may be established by the testimony of two		
4	or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every		
5	word be established" 2 Corinthians 13:1.		
6	Sui juris, By Special Limited Appearance,		
7	By: ) 25/h		
8	Downabelle Mortel (WITNESS)		
9	Sui juris, By Special Limited Appearance,		
10	By: Para Ospellian		
11	Corey Walker (WITNESS)		
12	//		
13	//		
14	//		
15	PROOF OF SERVICE		
16	STATE OF CALIFORNIA )		
17	) ss.		
18	COUNTY OF RIVERSIDE )		
19	I competent, over the age of eighteen years, and not a party to the within		
20	action. My mailing address is the Walkernova Group, care of: 30650 Rancho		
21	California Road suite 406-251, Temecula, California [92591]. On or before March 21,		
22	2025, I served the within documents:		
23	1. NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,		
24	ROBBERY, STALKING, EMBEZZLEMENT, CONSPIRACY, DEPRIVATION OF		
25	RIGHTS UNDER COLOR OF LAW, IDENTITY THEFT, EXTORTION,		
26	COERCION, TREASON.		
27	By United States Mail. I enclosed the documents in a sealed envelope or package		
28	addressed to the persons at the addresses listed below by placing the envelope for		
	-44 of 47-		
	II .		

# Case 5:25-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 45 of 49 Page ID

Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025

collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Maria A. Audero C/o Chambers 255 W. Temple Street, suite TS-134 Los Angeles, CA [90012] Express Mail #ER126149293US

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Wesley L Hsu C/o Chambers 350 West 1st Street, Courtroom 9B, 9th Floor Los Angeles, California [90012] Express Mail #ER126149302US

Pam Bondi C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue, North West Washington, District of Colombia [20530-0001] Registered Mail #RF775824141US

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell, C/o MENIFEE JUSTICE CENTER- RIVERSIDE SHERIFF 30755-D Auld Road Murrieta, California [92563] Registered Mail #RF775824107US

Steven-Arthur: Sherman C/o STEVEN ARTHUR SHERMAN 1631 East 18th Street Santa Ana, California [92705-7101] **Registered Mail** #RF775824115US

Chad: Bianco C/o RIVERSIDE COUNTY SHERIFF 4095 Lemon Street, 2nd Floor Riverside, California [92501] Registered Mail #RF775824124US

**By Electronic Service.** Based on a contract, and/or court order, and/or an agreement of the parties to accept service by electronic transmission, I caused the

Case 5:25-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 46 of 49 Page ID Self-Executing Contract and Security Agreement-Registered Mail #RF775824107US — DATED: March 20, 2025 documents to be sent to the persons at the electronic notification addresses listed below. Maria A. Audero 3 C/o Chambers 255 W. Temple Street 4 Los Angeles, CA [90012] MAA Chambers@cacd.uscourts.gov 5 Wesley L Hsu 6 C/o Chambers 350 West 1st Street, Courtroom 9B, 9th Floor 7 Los Angeles, California [90012] WLH Chambers@cacd.uscourts.gov 8 Pam Bondi 9 C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue, North West Washington, District of Colombia [20530-0001] 10 Police-Practices@doj.ca.gov 11 Gregory D Eastwood, Robert C V Bowman, George Reves, William 12 Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell, C/o MENIFEE JUSTICE CENTER 13 30755-D Auld Road Murrieta, California [92563] 14 ssherman@law4cops.com jsinz@riversidesheriff.org 15 wpratt@riversidesheriff.org 16 Steven-Arthur: Sherman C/o STEVEN ARTHUR SHERMAN 17 1631 East 18th Street Santa Ana, California [92705-7101] 18 ssherman@law4cops.com csherman@law4cops.com 19 Chad: Bianco 20 C/o RIVERSIDE COUNTY SHERIFF 4095 Lemon Street, 2nd Floor 21 Riverside, California [92501] ssherman@law4cops.com 22 csherman@law4cops.com 23 I declare under penalty of perjury under the laws of the State of California 24 that the above is true and correct. Executed on March 20, 2025 in Riverside County, California. 26 /s/Donnabelle Mortel/ 27 Donnabelle Mortel 28

Case	5:25-cv-00646-WLH-MAA Document 11 Filed 03/24/25 Page 47 of 49 Page ID #:539				
	Self-Executing Contract and Security Agreement- Registered Mail #RF775824107US — DATED: March 20, 2025				
1	NOTICE:				
2	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my</i>				
3	status in any manner. The purpose for notary is verification and identification only and				
4	not for entrance into any foreign jurisdiction.				
5	JURAT:				
6	A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
7	State of Riverside )				
8	) ss. County of California )				
9	Subscribed and sworn to (or affirmed) before me on this 20th day of March, 2025 by Kevin Walker proved				
10	to me on the basis of satisfactory evidence to be the person(s) who appeared before me.				
11	Tauli Rial				
12	Notary public JOYTI PATEL Notary Public - California Riverside County				
13	Joytilatel Seal:  Riverside County Commission # 2407742 My Comm. Expires Jul 8, 2026				
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
	-47 of 47-  NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.				

hosq sidt. ht 11 #:240 Filed 03/24/25 POSTAL SERVICE. d Page 48 of

> **XPRESS®** MAM

Levin

# E RATE - ANY WEIGHT AT RATE NVELOPE

to schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP



EP13F October 2023

:121/2×91/2

VINITED STATES
POSTAL SERVICE®

PRIORITY MAIL

S2324H504891-8

JANA T

RDC 07

\$35.50

90012

PRESS FIRMLY TO SEAL

PRESS FIRMLY TO SEAL

EXPRESS®

CLERK U.R DISH TOURT BY 293 US

% 30650 Kanho California Road #406-251 LUSTOMER USE ONLY FROM: (PLEASE PRINT)

Famewla, California (92591)

Military

TRAL DISTRICT OF CALFORNIA

PAYMENT BY ACTOUNT IF applicable)
Feder Mars, A.G. No. or Postal Servic " Acts.

3112

350

Temp k Steet Suite 75-134 Maria: Audero

35.50

ELIVERY (POSTAL

Los Angeles,

For pickup or USPS Tracking", visit USPS.com or call 800-222-1811.

PSN 7690-02-000-9996

LABEL 11-B, NOVEMBER 2023

D D AM

The FROM THIS CORNER









**EXPRESS**®

MAM

UNITED STATES
POSTAL SERVICE

PRIORITY



# RATE ENVELOPE

■ ANY WEIGHT

e free Package Pickup, in the QR code.



S.COM/PICKUP

S AT USPS.COM® REE SUPPLIES ONLINE



EP13F October 2023 OD: 12 1/2 x 9 1/2

0001000006

**GUARANTEED\* - TRACKED - INSURED** 

For Domestic shipments, the maximum weight is 70 lbs. For international shipments, the maximum weight is 20 lbs.